



**US Army Corps
of Engineers®**
Seattle District

RFQ No. W912DW-04-Q-0128

Project: ADDITIONAL WATER STORAGE,
HOWARD A. HANSON DAM

Location: Enumclaw, WA

SERVICE SOLICITATION

Closing Date: 22 July 2004

Closing Time: 11:00 A.M.

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Vincent Daniels, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Vincent Daniels, P.O. Box 3755, Seattle, WA 98124-3755.

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 28 PAGES	
1. REQUEST NO. W912DW-04-Q-0128	2. DATE ISSUED 16-Jul-2004	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-4181-6457	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329			6. DELIVER BY (Date) SEE SCHEDULE			
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) VINCENT E DANIELS 206-764-3572						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 22-Jul-2004						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

INSTRUCTIONS

1. Representation and Certification contained herein must be complete by quoter and returned with offer.

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: EXPLORATORY BORINGS
 ADDITIONAL WATER STORAGE,
 HOWARD A. HANSON DAM
 ENUMCLAW, WASHINGTON

Request for Quotations No. W912DW-04-Q-0128

CLOSING DATE AND TIME: 22 JULY 2004, 11:00 AM LOCAL TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulation Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996 as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The WEB Site may be accessed at <http://www.ccr.gov>. You may call 1-888-227-2423 to obtain a Registration Packet or to Register on Line at WWW.ACQ.OSD.MIL/EC.

4. FACNET and NON-FACNET responses will be accepted. Responses may be faxed until the time and date set for closing. Attention by faxes to Vincent Daniels, (206) 764-6872.

Vincent E. Daniels, Purchasing Agent

E-MAIL ADDRESS: Vincent.E.Daniels@nws02.usace.army.mil

TELEPHONE: (206) 764-3572

5. **This Request for Quotations (RFQ) is considered for Small Business Set-Aside Only**

6. *Award shall be made to the Responsive and Responsible Offeror with the Lowest Total Offer.*

7. **ELECTRONIC FUNDS TRANSFER (EFT):** Effective 99Jun01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are 1) Foreign Vendors; 2) Government Agencies; and 3) One-time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page, www.fc.usace.army.mil. The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

8. Please provide the following information:

Federal Tax ID Number: _____

DUNS Number: _____

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

e-mail address if available: _____

Is VISA accepted as a method of payment? Yes/No

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>GEOPHYSICAL SERVICES FFP</p> <p>Provide all labor, materials, and equipment to perform geophysical services to measure subsurface rock properties of exploratory borings in strict accordance with the attached statement of work dated 2 July 2004 and service wage rates (Wage Determination No. 1994-2563 REV(24) dated 30 September 2003).</p> <p>PURCHASE REQUEST NUMBER: W68MD9-4181-6457</p>	1	Lump Sum		

NET AMT

FOB: Destination

STATEMENT OF WORK

2 July 2004

STATEMENT OF WORK

PROJECT: ADDITIONAL WATER STORAGE, HOWARD A. HANSON DAM, WASHINGTON

LOCATION: HOWARD A. HANSON DAM, KING COUNTY, WASHINGTON.

SCOPE:

PROVIDE TRUCK-MOUNTED ROTOSONIC DRILL RIG AND SUPPORT VEHICLE WITH OPERATOR(S): Work shall consist of drilling up to three holes, 160 feet deep and 6-inch diameter each using the rotosonic drill method. The exploration work shall be two 160' holes with an option for a third 160' hole for a total depth of 480 feet. Each hole shall have a single stage piezometer installed as directed. The piezometers shall be a 2-inch outside diameter, Schedule 80 plastic pipe and shall be flush-mounted with the existing ground surface using a Contractor furnished lockable, weather-tight flush-mounted casing/cap. A typical piezometer installation detail is attached and actual installation details will be as directed at the time of installation. The Contractor shall furnish all materials for piezometer installation. Sampling shall be continuous throughout the entire depth of each exploration hole. Samples shall be collected from the rotosonic core for visual classification. Holes shall be backfilled with approved backfill materials (Bentonite Chips) per regulations of the Washington State Department of Ecology (WAC 173-160) for well closure.

Howard A. Hanson Dam is situated in the City of Tacoma Watershed. The access to the dam is regulated by Tacoma Public Utilities; see attached site-specific supplementary requirements for access and restrictions. The Contractor shall take all necessary precautions to assure that sediment, debris, petroleum products, chemicals or other contaminants will not enter the Howard Hanson Reservoir or the Green

River which is the City of Tacoma public water supply and a valuable fishery resource. Acceptable levels of contaminants for the work shall be as specified under the rules and regulations of the State of Washington Administrative Code (WAC), the Water Quality Standards or as required by the permits or agreements with all federal, state, and local agencies for this project.

Human excrement or urine shall not be voided or deposited on the watershed, nor shall any garbage, food waste, or other form of decaying, foul, noxious or putrescible matter, either liquid or solid, be thrown, spread or otherwise deposited on, or beneath the surface of the ground. Sanitary facilities shall be provided by the Government.

All spoils from drilling operations disposed of in the watershed shall be free of petroleum, chemical or other hazardous waste. Spoils resulting from petroleum or chemical spill clean-up activities shall be transported out of the watershed and legally disposed of. Disposal of "clean" drill cuttings by the Contractor shall be deposited in a Government designated area located approximately 2 miles from the Hanson Dam Administration Building.

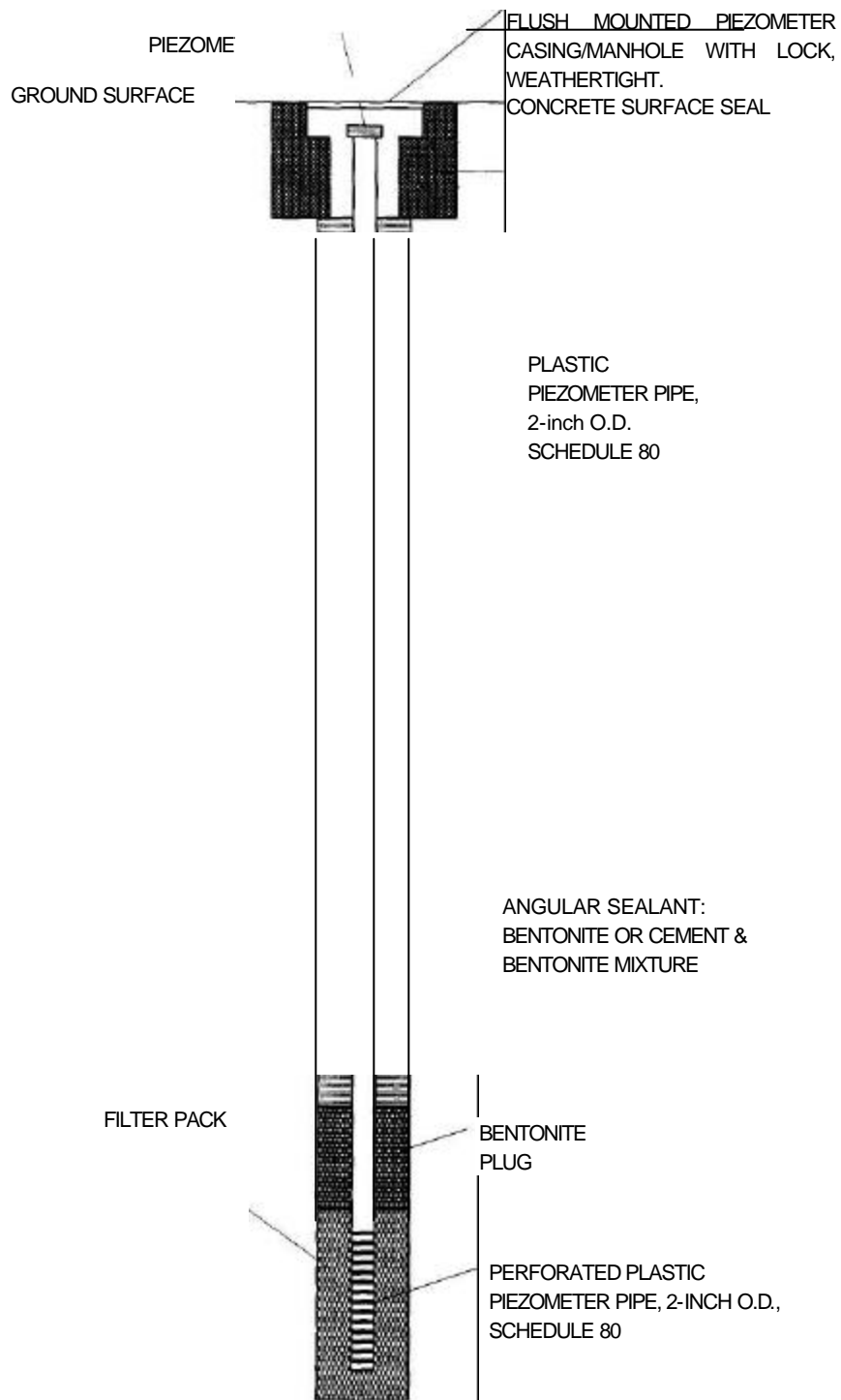
All equipment, operating or idle, in a location for more than one hour shall have oil absorbent pads placed beneath it. Other containment methods such as containment basins may be used as approved by Contracting Officer. Soiled pads shall be replaced as often as necessary to preclude runoff of water containing petroleum sheens. Pads and/or basins need to be picked up immediately when equipment is moved.

The Contractor shall be responsible for providing any water requirements for the anticipated work. Water may be drawn from the reservoir but such water is not regarded as potable. To ensure water quality, the Contractor shall provide a backflow prevention device, approved by the Contracting Officer, for use in drawing water from the reservoir. Equipment for withdrawal of water from reservoir, ie. hose and screen shall be decontaminated prior to use in the reservoir.

The drilling Contractor shall furnish an Activity Hazard Analysis and a Spill Prevention, Containment, and Cleanup Plan prior to commencement of the proposed work.

Estimated time for completion is 12 days for three holes (Estimated time includes drilling time, sampling, installing piezometers, backfilling of holes, moving between holes, and clean up).

WORK IS TO BE CONDUCTED BETWEEN July 2004 and August 2004.



SINGLE STAGE PIEZOMETER,
Typical
Not to Scale

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

PART I GENERAL

1.1 COORDINATION AND WORK HOURS

- 1.1.1 Coordination with using agencies, to include Howard Hanson Dam Operations and Tacoma Public Utilities (TPU), shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.
- 1.1.2 Work hours in the construction area may be restricted as directed by the Contracting Officer.

1.2 GENERAL ACCESS REQUIREMENTS

This section describes controls and restrictions regarding site access and Green River watershed activities. The watershed provides drinking water for over 300,000 people and must necessarily be protected during construction. Only authorized personnel (Government personnel or Contractor personnel participating in Government business) may enter the restricted watershed.

1.2.1 Access to Howard Hanson Dam structures will be controlled at an entrance guard station operated by TPU. TPU will issue permits for the Contractor's vehicles on the first occasion they come to the guard station. Access can be expedited by notifying the Tacoma control station, at (206) 502-8346, and the Corps of Engineers Project Office at (206) 886-2911, in advance. Incoming traffic will be restricted from entering the controlled area until proper identification is provided. Access on a regular basis and during other than established working hours will require prior coordination and approval by the Contracting Officer.

1.2.2 Access to the Green River Watershed will be permitted only to those persons actually engaged in operations authorized by the Contractor by permit from (TPU). Access to the watershed is permitted only at such times as personnel are on direct work assignment. Wandering from the work area or engaging in any activity other than that authorized is not permitted. If there is probable cause to believe that there has been a violation of the regulations, then any such vehicle or vehicles as may appear to be involved in such violations maybe stopped and inspected by TPU or the Contracting Officer's Representatives. The refusal by the operator of any such designated vehicle to permit such inspection may be deemed sufficient reason to deny that operator further access to the watershed.

1.2.3 The Contractor shall submit a complete listing of Contractor personnel, including job title and identification credential number, who will be working on the project. This listing shall be updated as needed to ensure that the Government has been notified of any

changes of Contractor Personnel in advance of new personnel engaging in work on the project. The Government will allow access to the controlled areas of only the Contractor Personnel authorized in advance and included on the employee listing. The list will be submitted the week prior to personnel arrival on-site. The list shall be revised on each occasion of change of employees and the revised list provided to the Contracting Officer during weekly meetings.

1.2.3.1 Identification Credentials

Contractor personnel shall either be issued a photo identification card (ID) by the Contractor or agree to provide their individual vehicle driver's license as appropriate identification credential. In either case, the identification number shall be included on the listing required above. If the Contractor determines to issue ID cards to its employees, the following information shall be included:

Contractor Identification and Card Number Indicating Employees:

- | | |
|---------------------|--------------|
| o Full Name | o Height |
| o Current Address | o Weight |
| o Birth Date | o Hair Color |
| o Recent Photograph | o Eye Color |

Contractor personnel shall be instructed to present identification credential upon request by proper authority as established by the Contracting Officer.

1.2.4 All vehicles entering the site shall be permitted and insured to the Contracting Officer's requirements and shall be properly maintained to be free of drips and leaks of oil and other fluids.

1.2.5 The Contractor shall instruct all persons who enter the watershed on its behalf the nature of the watershed and to the serious consequences arising from failure to comply with access guidelines. The Contractor shall provide a copy of these guidelines to all employees and agents who enter the watershed. A copy of these guidelines shall also be posted in a conspicuous place at each worksite. All gates at the worksite are provided to control access and shall be kept locked at all times, except as otherwise specifically approved by the Contracting Officer.

1.3 ACCESS ROAD

Access to the project is by the Tacoma Headworks Access road from Kanasket-Cumberland Road to the dam. The Government and its contractors have the right to use the one-lane access road to the dam site. However, usage of the road by the Government or its contractors is neither superior nor inferior to the rights of any other party. All parties authorized to use the road (including the Forest Service, the Department of Health and Human Services, and the City of Tacoma) do so on an equal basis. The speed limit is 35 mph on lengths of paved road, and 25 mph on gravel lengths. Original constructed

widths vary from 18' to 22'. Approximately one mile from the guard station toward the damsite is a one-lane bridge (originally a railroad bridge); all vehicles are required to come to a complete stop before proceeding onto this bridge.

SERVICE WAGE RATES

94-2563 WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (24) AREA: WA, SEATTLE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2564

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

William W. Gross Division of |
 Director Wage Determinations |

Wage Determination No.: 1994-2563

Revision No.: 24

Date Of Revision: 09/30/2003

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.14	
01012 - Accounting Clerk II	12.36	
01013 - Accounting Clerk III		14.37
01014 - Accounting Clerk IV		16.36
01030 - Court Reporter	14.86	
01050 - Dispatcher, Motor Vehicle		15.84
01060 - Document Preparation Clerk		12.70
01070 - Messenger (Courier)		9.84
01090 - Duplicating Machine Operator		12.70
01110 - Film/Tape Librarian	13.09	
01115 - General Clerk I	9.45	
01116 - General Clerk II	10.68	
01117 - General Clerk III	13.68	
01118 - General Clerk IV	15.04	
01120 - Housing Referral Assistant		17.89
01131 - Key Entry Operator I	11.44	
01132 - Key Entry Operator II		13.96
01191 - Order Clerk I	11.41	
01192 - Order Clerk II	14.69	
01261 - Personnel Assistant (Employment) I		12.70
01262 - Personnel Assistant (Employment) II		14.10

01263 - Personnel Assistant (Employment) III	15.65	
01264 - Personnel Assistant (Employment) IV		17.89
01270 - Production Control Clerk		17.89
01290 - Rental Clerk	12.12	
01300 - Scheduler, Maintenance		13.94
01311 - Secretary I		13.70
01312 - Secretary II		14.86
01313 - Secretary III		16.52
01314 - Secretary IV	21.44	
01315 - Secretary V	24.91	
01320 - Service Order Dispatcher		14.27
01341 - Stenographer I	12.96	
01342 - Stenographer II	14.79	
01400 - Supply Technician	21.03	
01420 - Survey Worker (Interviewer)		14.16
01460 - Switchboard Operator-Receptionist	11.22	
01510 - Test Examiner	14.86	
01520 - Test Proctor	14.86	
01531 - Travel Clerk I	11.53	
01532 - Travel Clerk II	12.38	
01533 - Travel Clerk III	13.22	
01611 - Word Processor I	12.70	
01612 - Word Processor II	14.79	
01613 - Word Processor III	18.65	
03000 - Automatic Data Processing Occupations		
03010 - Computer Data Librarian		13.92
03041 - Computer Operator I		14.50
03042 - Computer Operator II		16.09
03043 - Computer Operator III		17.89
03044 - Computer Operator IV		21.03
03045 - Computer Operator V		23.34
03071 - Computer Programmer I (1)		15.58
03072 - Computer Programmer II (1)		19.82
03073 - Computer Programmer III (1)		26.46
03074 - Computer Programmer IV (1)		27.54
03101 - Computer Systems Analyst I (1)		25.70
03102 - Computer Systems Analyst II (1)	27.62	
03103 - Computer Systems Analyst III (1)		27.62
03160 - Peripheral Equipment Operator		14.70
05000 - Automotive Service Occupations		
05005 - Automotive Body Repairer, Fiberglass	21.30	
05010 - Automotive Glass Installer		20.34
05040 - Automotive Worker		20.34
05070 - Electrician, Automotive		21.01
05100 - Mobile Equipment Servicer		18.98
05130 - Motor Equipment Metal Mechanic	21.73	
05160 - Motor Equipment Metal Worker	20.34	
05190 - Motor Vehicle Mechanic		21.69
05220 - Motor Vehicle Mechanic Helper	18.29	
05250 - Motor Vehicle Upholstery Worker	19.67	
05280 - Motor Vehicle Wrecker		20.34
05310 - Painter, Automotive		21.01
05340 - Radiator Repair Specialist		20.34

05370 - Tire Repairer	16.61	
05400 - Transmission Repair Specialist		21.73
07000 - Food Preparation and Service Occupations		
(not set) - Food Service Worker		9.38
07010 - Baker		12.65
07041 - Cook I		11.14
07042 - Cook II		11.87
07070 - Dishwasher	9.55	
07130 - Meat Cutter	16.45	
07250 - Waiter/Waitress	11.91	
09000 - Furniture Maintenance and Repair Occupations		
09010 - Electrostatic Spray Painter		21.06
09040 - Furniture Handler	16.94	
09070 - Furniture Refinisher	21.06	
09100 - Furniture Refinisher Helper		18.25
09110 - Furniture Repairer, Minor		19.54
09130 - Upholsterer	21.06	
11030 - General Services and Support Occupations		
11030 - Cleaner, Vehicles	10.33	
11060 - Elevator Operator	10.38	
11090 - Gardener		13.31
11121 - House Keeping Aid I		9.32
11122 - House Keeping Aid II		10.56
11150 - Janitor		10.56
11210 - Laborer, Grounds Maintenance	13.01	
11240 - Maid or Houseman		9.32
11270 - Pest Controller	13.39	
11300 - Refuse Collector	11.87	
11330 - Tractor Operator	13.45	
11360 - Window Cleaner	11.11	
12000 - Health Occupations		
12020 - Dental Assistant	14.78	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.26	
12071 - Licensed Practical Nurse I		14.36
12072 - Licensed Practical Nurse II		16.12
12073 - Licensed Practical Nurse III		18.02
12100 - Medical Assistant	12.09	
12130 - Medical Laboratory Technician	14.44	
12160 - Medical Record Clerk		12.97
12190 - Medical Record Technician		14.57
12221 - Nursing Assistant I	8.29	
12222 - Nursing Assistant II		10.11
12223 - Nursing Assistant III		11.22
12224 - Nursing Assistant IV		13.30
12250 - Pharmacy Technician		14.06
12280 - Phlebotomist	11.98	
12311 - Registered Nurse I	20.30	
12312 - Registered Nurse II	24.76	
12313 - Registered Nurse II, Specialist		24.76
12314 - Registered Nurse III	29.43	
12315 - Registered Nurse III, Anesthetist		29.43
12316 - Registered Nurse IV		32.99
13000 - Information and Arts Occupations		

13002 - Audiovisual Librarian		15.88
13011 - Exhibits Specialist I	19.53	
13012 - Exhibits Specialist II	22.27	
13013 - Exhibits Specialist III	27.40	
13041 - Illustrator I		19.04
13042 - Illustrator II		21.71
13043 - Illustrator III		26.71
13047 - Librarian		24.67
13050 - Library Technician	15.42	
13071 - Photographer I	16.01	
13072 - Photographer II	20.51	
13073 - Photographer III	22.58	
13074 - Photographer IV	27.78	
13075 - Photographer V	34.14	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.46	
15030 - Counter Attendant		8.46
15040 - Dry Cleaner	10.66	
15070 - Finisher, Flatwork, Machine		8.46
15090 - Presser, Hand	8.46	
15100 - Presser, Machine, Drycleaning		8.46
15130 - Presser, Machine, Shirts		8.46
15160 - Presser, Machine, Wearing Apparel, Laundry		8.46
15190 - Sewing Machine Operator		11.40
15220 - Tailor		12.13
15250 - Washer, Machine		9.20
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	21.09	
19040 - Tool and Die Maker		23.67
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	18.70	
21020 - Material Coordinator		18.01
21030 - Material Expediter	18.01	
21040 - Material Handling Laborer		15.16
21050 - Order Filler		12.19
21071 - Forklift Operator	18.06	
21080 - Production Line Worker (Food Processing)		17.19
21100 - Shipping/Receiving Clerk		15.76
21130 - Shipping Packer	15.76	
21140 - Store Worker I	12.36	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		15.53
21210 - Tools and Parts Attendant		18.57
21400 - Warehouse Specialist		18.06
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	21.71	
23040 - Aircraft Mechanic Helper		18.25
23050 - Aircraft Quality Control Inspector		27.53
23060 - Aircraft Servicer	19.54	
23070 - Aircraft Worker	20.41	
23100 - Appliance Mechanic		21.06
23120 - Bicycle Repairer	18.25	
23125 - Cable Splicer	26.37	
23130 - Carpenter, Maintenance		22.47

23140 - Carpet Layer	24.29	
23160 - Electrician, Maintenance		25.80
23181 - Electronics Technician, Maintenance I	22.01	
23182 - Electronics Technician, Maintenance II	23.72	
23183 - Electronics Technician, Maintenance III	27.85	
23260 - Fabric Worker	19.54	
23290 - Fire Alarm System Mechanic		21.71
23310 - Fire Extinguisher Repairer		18.89
23340 - Fuel Distribution System Mechanic	21.71	
23370 - General Maintenance Worker	17.86	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.63	
23430 - Heavy Equipment Mechanic	21.71	
23440 - Heavy Equipment Operator		24.20
23460 - Instrument Mechanic		21.71
23470 - Laborer		12.08
23500 - Locksmith	20.96	
23530 - Machinery Maintenance Mechanic		21.75
23550 - Machinist, Maintenance		20.97
23580 - Maintenance Trades Helper		17.93
23640 - Millwright	24.46	
23700 - Office Appliance Repairer		21.06
23740 - Painter, Aircraft	21.06	
23760 - Painter, Maintenance		21.06
23790 - Pipefitter, Maintenance		26.89
23800 - Plumber, Maintenance		25.02
23820 - Pneudraulic Systems Mechanic	21.71	
23850 - Rigger		21.71
23870 - Scale Mechanic	20.41	
23890 - Sheet-Metal Worker, Maintenance	21.88	
23910 - Small Engine Mechanic		18.55
23930 - Telecommu nication Mechanic I	21.71	
23931 - Telecommunication Mechanic II	22.37	
23950 - Telephone Lineman		21.71
23960 - Welder, Comb ination, Maintenance	21.71	
23965 - Well Driller	21.71	
23970 - Woodcraft Worker		21.71
23980 - Woodworker	18.89	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		9.07
24580 - Child Care Center Clerk		11.34
24600 - Chore Aid	9.06	
24630 - Homemaker	15.81	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	23.46	
25040 - Sewage Plant Operator		24.00
25070 - Stationary Engineer	23.46	
25190 - Ventilation Equipment Tender		18.25
25210 - Water Treatment Plant Operator	24.00	
27000 - Protective Service Occupations		
(not set) - Police Officer	24.02	
27004 - Alarm Monitor	17.12	
27006 - Corrections Officer	18.69	
27010 - Court Security Officer		23.51

27040 - Detention Officer	23.51	
27070 - Firefighter	24.91	
27101 - Guard I		8.78
27102 - Guard II		15.40
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	17.39	
28020 - Hatch Tender	17.39	
28030 - Line Handler	17.39	
28040 - Stevedore I	16.81	
28050 - Stevedore II	17.96	
29000 - Technical Occupations		
21150 - Graphic Artist	23.71	
29010 - Air Traffic Control Specialist, Center (2)	30.29	
29011 - Air Traffic Control Specialist, Station (2)	20.88	
29012 - Air Traffic Control Specialist, Terminal (2)	23.01	
29023 - Archeological Technician I		15.83
29024 - Archeological Technician II		17.71
29025 - Archeological Technician III		21.93
29030 - Cartographic Technician		21.93
29035 - Computer Based Training (CBT) Specialist/ Instructor		25.70
29040 - Civil Engineering Technician		22.57
29061 - Drafter I		13.24
29062 - Drafter II		15.55
29063 - Drafter III		16.61
29083 - Engineering Technician III		19.95
29084 - Engineering Technician IV		24.62
29085 - Engineering Technician V		29.65
29086 - Engineering Technician VI		35.87
29090 - Environmental Technician		20.86
29100 - Flight Simulator/Instructor (Pilot)		29.06
29160 - Instructor		21.30
29210 - Laboratory Technician		17.51
29240 - Mathematical Technician		21.93
29361 - Paralegal/Legal Assistant I		15.74
29362 - Paralegal/Legal Assistant II		19.43
29363 - Paralegal/Legal Assistant III		21.44
29364 - Paralegal/Legal Assistant IV		28.72
29390 - Photooptics Technician		21.93
29480 - Technical Writer	24.77	
29491 - Unexploded Ordnance (UXO) Technician I		19.25
29492 - Unexploded Ordnance (UXO) Technician II		23.29
29493 - Unexploded Ordnance (UXO) Technician III		27.92
29494 - Unexploded (UXO) Safety Escort	19.25	
29495 - Unexploded (UXO) Sweep Personnel		19.25
29620 - Weather Observer, Senior (3)		20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		18.32
29622 - Weather Observer, Upper Air (3)	18.32	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	16.95	
31260 - Parking and Lot Attendant		9.90
31290 - Shuttle Bus Driver	11.29	
31300 - Taxi Driver	9.22	
31361 - Truckdriver, Light Truck		11.29

31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	18.28
31364 - Truckdriver, Tractor-Trailer	18.28
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.49
99041 - Carnival Equipment Operator	11.62
99042 - Carnival Equipment Repairer	12.07
99043 - Carnival Worker	10.26
99050 - Desk Clerk	10.81
99095 - Embalmer	20.48
99300 - Lifeguard	10.12
99310 - Mortician	19.34
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.87
99500 - Recreation Specialist	14.96
99510 - Recycling Worker	13.52
99610 - Sales Clerk	12.70
99620 - School Crossing Guard (Crosswalk Attendant)	11.18
99630 - Sport Official	10.12
99658 - Survey Party Chief (Chief of Party)	21.28
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.80
99660 - Surveying Aide	12.26
99690 - Swimming Pool Operator	15.60
99720 - Vending Machine Attendant	14.87
99730 - Vending Machine Repairer	15.00
99740 - Vending Machine Repairer Helper	14.87

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ___ Sole proprietorship;
- ___ Partnership;
- ___ Corporate entity (not tax-exempt);
- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (May 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is () (insert NAICS code).

(2) The small business size standard is () (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)